

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No. : 08/594,983 Confirmation No.: 4234
Patent No. : 5,748,740
Issue Date: May 5, 1998
Applicant(s) : Curry et al
Title : Method, Apparatus, System and Firmware for Secure Transactions
Group Art Unit : 3642
Examiner : Bernard E. Gregory
Docket No. : 20661-457

MAIL STOP PETITION
COMMISSIONER FOR PATENTS
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450

July 8, 2010

STATEMENT BY MICHAEL V. NORTH IN SUPPORT OF THE PETITION TO
REVIVE U.S. PATENT NO. 5,748,740

I, Michael V. North, hereby state:

1. I reside at 1491 Pitman Ave., Palo Alto, CA, 94301 and have personal knowledge related to the petition to revive U.S. Patent No. 5,748,740 (hereinafter, "the '740 patent"). I am currently a partner at North Weber & Baugh LLP, an intellectual property law firm located in Palo Alto, CA.
2. North Weber & Baugh is currently responsible for docketing and payment of maintenance fees for U.S. patents owned by Maxim Integrated Products (hereinafter, "Maxim"), including those U.S. patents that were acquired in the merger with Dallas Semiconductor (hereinafter, "Dallas") on April 11, 2001.
3. Prior to March 2007, the law firm of Jenkins & Gilchrist was responsible for docketing and payment of maintenance fees for U.S. patents that had been originally filed by Dallas. The '740 patent is one of those patents that was originally filed by Dallas

and for which Jenkins & Gilchrist was responsible for docketing and paying the maintenance fees.

4. In March 2007, the law firm of Jenkins & Gilchrist disbanded. The Maxim patents (including those acquired from Dallas) being managed by Jenkins & Gilchrist were transferred to North Weber & Baugh.

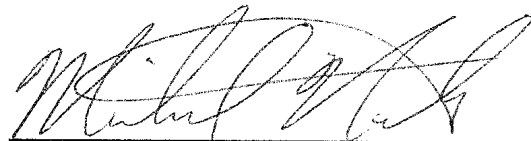
5. During a patent diligence project for Maxim, I discovered the '740 patent had expired due to a failure to pay the maintenance fees. I recognized the '740 patent as likely being within a valuable portfolio of patents, owned by Maxim, relating to secure transactions.

6. I thoroughly reviewed the '740 tri-fold in an attempt to understand why the maintenance fee had not been paid. I did not find any instruction from Jenkins & Gilchrist informing either Dallas or Maxim of a maintenance fee due or any correspondence from Dallas or Maxim instructing Jenkins & Gilchrist to not pay the fee, only the word "expired" written on the front cover of the tri-fold.

7. I have reviewed many Maxim/Dallas patent tri-folds that were transferred from Jenkins & Gilchrist to North Weber & Baugh. To the best of my recollection, these patent tri-folds, with the exception of the '740 tri-fold, had correspondence related to requests to pay patent maintenance fees and authorizations to pay maintenance fees were kept within the corresponding patent tri-fold.

8. I notified the legal department within Maxim about the expiration of the '740 patent for failure to pay the maintenance fee.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Michael V. North", written over a horizontal line.

Michael V. North

Date: July 8, 2010